

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

MILLER CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

August 25, 2000

RECORDATION NO. **5485-WWWW** FILED

AUG 25 '00 10-19 AM
75
SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Dear Mr. Williams:

In accordance with 49 U.S.C. §11301, we submit herewith for recording with the Surface Transportation Board original and one copy of the document described below.

This document is a supplemental indenture, dated August 1, 2000 and is a "secondary document". The primary document to which this is related is the Mortgage and Deed of Trust dated as of October 1, 1924 which was most recently supplemented with a document assigned the recordation number 5485-UUUU. We request that this supplemental indenture be cross-indexed.

The names and addresses of the parties related to the document are as follows:

Mortgagor
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Mortgagee
First Chicago Trust Company of New York
14 Wall Street
New York, New York 10005

The recordation fee of \$26.00 is enclosed. After recordation, please return the counterparts not needed by the Board, stamped with the Board's recordation date, to the undersigned at the above addressed.

A short summary of the document for use in the index follows:


A supplement to the original Mortgage and Deed of Trust dated October 1, 1924 providing for the General and Refunding Mortgage Bonds, 2000 Series BP, due September 1, 2030.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By:


Mark K. Schrupp

DELIB:2177849.1\000000-00000

08/25/00

09:28

MILLER CANFIELD PADDOCK & STONE → 2#312#912023311118

NO.467 002

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By: 

Mark K. Schrupp

DELIB:2177849.1\000000-00000

RECORDATION NO. **5485-WWWW** FILED

AUG 25 '00 10-19 AM

SURFACE TRANSPORTATION BOARD

Executed in 40
Counterparts of which
this is Counterpart No. 7.

THE DETROIT EDISON COMPANY

(2000 Second Avenue,
Detroit, Michigan 48226)

TO

**FIRST CHICAGO TRUST COMPANY
OF NEW YORK**

(14 Wall Street,
New York, New York 10005)

AS TRUSTEE

Indenture

Dated as of August 1, 2000

**Supplemental to Mortgage and Deed of Trust
Dated as of October 1, 1924**

Providing for

**General and Refunding Mortgage Bonds,
2000 Series BP, due September 1, 2030,**

and

(b) Recording and Filing Data

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* This Table of Contents shall not have any bearing upon the interpretation of any of the terms or provisions of this Indenture.

Parties.

SUPPLEMENTAL INDENTURE, dated as of August 1, 2000 among THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of the State of Michigan and a transmitting utility (hereinafter called the "Company", party of the first part, and FIRST CHICAGO TRUST COMPANY of New York, a trust company organized and existing under the laws of the State of New York, having its corporate trust office at 14 Wall Street, in the Borough of Manhattan, The City and State of New York, as Trustee under the Mortgage and Deed of Trust hereinafter mentioned (hereinafter called the "Trustee"), party of the second part.

Original Indenture and Supplementals

WHEREAS, the Company has heretofore executed and delivered its Mortgage and Deed of Trust (hereinafter referred to as the "Original Indenture"), dated as of October 1, 1924, to the Trustee, for the security of all bonds of the Company outstanding thereunder, and pursuant to the terms and provisions of the Original Indenture, indentures dated as of, respectively, June 1, 1925, August 1, 1927, February 1, 1931, June 1, 1931, October 1, 1932, September 25, 1935, September 1, 1936, November 1, 1936, February 1, 1940, December 1, 1940, September 1, 1947, March 1, 1950, November 15, 1951, January 15, 1953, May 1, 1953, March 15, 1954, May 15, 1955, August 15, 1957, June 1, 1959, December 1, 1966, October 1, 1968, December 1, 1969, July 1, 1970, December 15, 1970, June 15, 1971, November 15, 1971, January 15, 1973, May 1, 1974, October 1, 1974, January 15, 1975, November 1, 1975, December 15, 1975, February 1, 1976, June 15, 1976, July 15, 1976, February 15, 1977, March 1, 1977, June 15, 1977, July 1, 1977, October 1, 1977, June 1, 1978, October 15, 1978, March 15, 1979, July 1, 1979, September 1, 1979, September 15, 1979, January 1, 1980, April 1, 1980, August 15, 1980, August 1, 1981, November 1, 1981, June 30, 1982, August 15, 1982, June 1, 1983, October 1, 1984, May 1, 1985, May 15, 1985, October 15, 1985, April 1, 1986, August 15, 1986, November 30, 1986, January 31, 1987, April 1, 1987, August 15, 1987, November 30, 1987, June 15, 1989, July 15, 1989, December 1, 1989, February 15, 1990, November 1, 1990, April 1, 1991, May 1, 1991, May 15, 1991, September 1, 1991, November 1, 1991, January 15, 1992, February 29, 1992, April 15, 1992, July 15, 1992, July 31, 1992, November 30, 1992, December 15, 1992, January 1, 1993, March 1, 1993, March 15, 1993, April 1, 1993, April 26, 1993, May 31, 1993, June 30, 1993, June 30, 1993, September 15, 1993, March 1, 1994, June 15, 1994, August 15, 1994, December 1, 1994, August 1, 1995, August 1, 1999, August 15, 1999, January 1, 2000 and April 15, 2000 supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustee (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

Bonds heretofore issued.

WHEREAS, Bonds in the principal amount of Eight billion, nine hundred thirty-two million four hundred twenty-two thousand dollars (\$8,932,422,000) have heretofore been issued under the indenture as follows, viz:

(1) Bonds of Series A	— Principal Amount \$26,016,000,
(2) Bonds of Series B	— Principal Amount \$23,000,000,
(3) Bonds of Series C	— Principal Amount \$20,000,000,
(4) Bonds of Series D	— Principal Amount \$50,000,000,
(5) Bonds of Series E	— Principal Amount \$15,000,000,
(6) Bonds of Series F	— Principal Amount \$49,000,000,
(7) Bonds of Series G	— Principal Amount \$35,000,000,
(8) Bonds of Series H	— Principal Amount \$50,000,000,
(9) Bonds of Series I	— Principal Amount \$60,000,000,

(10)	Bonds of Series J	— Principal Amount \$35,000,000,
(11)	Bonds of Series K	— Principal Amount \$40,000,000,
(12)	Bonds of Series L	— Principal Amount \$24,000,000,
(13)	Bonds of Series M	— Principal Amount \$40,000,000,
(14)	Bonds of Series N	— Principal Amount \$40,000,000,
(15)	Bonds of Series O	— Principal Amount \$60,000,000,
(16)	Bonds of Series P	— Principal Amount \$70,000,000,
(17)	Bonds of Series Q	— Principal Amount \$40,000,000,
(18)	Bonds of Series W	— Principal Amount \$50,000,000,
(19)	Bonds of Series AA	— Principal Amount \$100,000,000,
(20)	Bonds of Series BB	— Principal Amount \$50,000,000,
(21)	Bonds of Series CC	— Principal Amount \$50,000,000,
(22)	Bonds of Series UU	— Principal Amount \$100,000,000,
(23-31)	Bonds of Series DDP Nos. 1-9	— Principal Amount \$14,305,000,
(32-45)	Bonds of Series FFR Nos. 1-14	— Principal Amount \$45,600,000,
(46-67)	Bonds of Series GGP Nos. 1-22	— Principal Amount \$42,300,000,
(68)	Bonds of Series HH	— Principal Amount \$50,000,000,
(69-90)	Bonds of Series IIP Nos. 1-22	— Principal Amount \$3,750,000,
(91-98)	Bonds of Series JJP Nos. 1-8	— Principal Amount \$6,850,000,
(99-107)	Bonds of Series KKP Nos. 1-9	— Principal Amount \$34,890,000,
(108-122)	Bonds of Series LLP Nos. 1-15	— Principal Amount \$8,850,000,
(123-143)	Bonds of Series NNP Nos. 1-21	— Principal Amount \$47,950,000,
(144-161)	Bonds of Series OOP Nos. 1-18	— Principal Amount \$18,880,000,
(162-180)	Bonds of Series QQP Nos. 1-19	— Principal Amount \$13,650,000,
(181-195)	Bonds of Series TTP Nos. 1-15	— Principal Amount \$3,800,000,
(196)	Bonds of 1980 Series A	— Principal Amount \$50,000,000,
(197-221)	Bonds of 1980 Series CP Nos. 1-25	— Principal Amount \$35,000,000,
(222-232)	Bonds of 1980 Series DP Nos. 1-11	— Principal Amount \$10,750,000,
(233-248)	Bonds of 1981 Series AP Nos. 1-16	— Principal Amount \$124,000,000,
(249)	Bonds of 1985 Series A	— Principal Amount \$35,000,000,
(250)	Bonds of 1985 Series B	— Principal Amount \$50,000,000,
(251)	Bonds of Series PP	— Principal Amount \$70,000,000,
(252)	Bonds of Series RR	— Principal Amount \$70,000,000,
(253)	Bonds of Series EE	— Principal Amount \$50,000,000,
(254-255)	Bonds of Series MMP and MMP No. 2	— Principal Amount \$5,430,000,
(256)	Bonds of Series T	— Principal Amount \$75,000,000,
(257)	Bonds of Series U	— Principal Amount \$75,000,000,
(258)	Bonds of 1986 Series B	— Principal Amount \$100,000,000,
(259)	Bonds of 1987 Series D	— Principal Amount \$250,000,000,
(260)	Bonds of 1987 Series E	— Principal Amount \$150,000,000,
(261)	Bonds of 1987 Series C	— Principal Amount \$225,000,000,
(262)	Bonds of Series V	— Principal Amount \$100,000,000,
(263)	Bonds of Series SS	— Principal Amount \$150,000,000,
(264)	Bonds of 1980 Series B	— Principal Amount \$100,000,000,
(265)	Bonds of 1986 Series C	— Principal Amount \$200,000,000,
(266)	Bonds of 1986 Series A	— Principal Amount \$200,000,000,
(267)	Bonds of 1987 Series B	— Principal Amount \$175,000,000,
(268)	Bonds of Series X	— Principal Amount \$100,000,000,

(269)	Bonds of 1987 Series F	— Principal Amount \$200,000,000,
(270)	Bonds of 1987 Series A	— Principal Amount \$300,000,000,
(271)	Bonds of Series Y	— Principal Amount \$60,000,000,
(272)	Bonds of Series Z	— Principal Amount \$100,000,000,
(273)	Bonds of 1989 Series A	— Principal Amount \$300,000,000,
(274)	Bonds of 1984 Series AP	— Principal Amount \$2,400,000,
(275)	Bonds of 1984 Series BP	— Principal Amount \$7,750,000,
(276)	Bonds of Series R	— Principal Amount \$100,000,000,
(277)	Bonds of Series S	— Principal Amount \$150,000,000,
(278)	Bonds of 1993 Series D	— Principal Amount \$100,000,000,
(279)	Bonds of 1992 Series E	— Principal Amount \$50,000,000,
(280)	Bonds of 1993 Series B	— Principal Amount \$50,000,000,
(281)	Bonds of 1989 Series BP	— Principal Amount \$66,565,000,

all of which have either been retired and cancelled, or no longer represent obligations of the Company, having been called for redemption and funds necessary to effect the payment, redemption and retirement thereof having been deposited with the Trustee as a special trust fund to be applied for such purpose;

(282-287) Bonds of Series KKP Nos. 10-15 in the principal amount of One hundred seventy-nine million five hundred ninety thousand dollars (\$179,590,000), of which Thirty-nine million seven hundred forty-five thousand dollars (\$39,745,000) principal amount have heretofore been retired and One hundred thirty-nine million eight hundred forty-five thousand dollars (\$139,845,000) principal amount are outstanding at the date hereof;

(288) Bonds of 1990 Series A in the principal amount of One hundred ninety-four million six hundred forty-nine thousand dollars (\$194,649,000) of which Sixty-nine million sixty-nine thousand dollars (\$69,069,000) principal amount have heretofore been retired and One hundred twenty-five million five hundred eighty thousand dollars (\$125,580,000) principal amount are outstanding at the date hereof;

(289) Bonds of 1990 Series B in the principal amount of Two hundred fifty-six million nine hundred thirty-two thousand dollars (\$256,932,000) of which One hundred four million six hundred seventy-six thousand dollars (\$104,676,000) principal amount have heretofore been retired and One hundred fifty-two million two hundred fifty-six thousand dollars (\$152,256,000) principal amount are outstanding at the date hereof;

(290) Bonds of 1990 Series C in the principal amount of Eighty-five million four hundred seventy-five thousand dollars (\$85,475,000) of which Thirty-seven million six hundred nine thousand dollars (\$37,609,000) principal amount have heretofore been retired and Forty-seven million eight hundred sixty-six thousand dollars (\$47,866,000) principal amount are outstanding at the date hereof;

(291) Bonds of 1991 Series AP in the principal amount of Thirty-two million three hundred seventy-five thousand dollars (\$32,375,000), all of which are outstanding at the date hereof;

(292) Bonds of 1991 Series BP in the principal amount of Twenty-five million nine hundred ten thousand dollars (\$25,910,000), all of which are outstanding at the date hereof;

(293) Bonds of 1991 Series CP in the principal amount of Thirty-two million eight hundred thousand dollars (\$32,800,000), all of which are outstanding at the date hereof;

(294) Bonds of 1991 Series DP in the principal amount of Thirty-seven million six hundred thousand dollars (\$37,600,000), all of which are outstanding at the date hereof;

(295) Bonds of 1991 Series EP in the principal amount of Forty-one million four hundred eighty thousand dollars (\$41,480,000), all of which are outstanding at the date hereof;

(296) Bonds of 1991 Series FP in the principal amount of Ninety-eight million three hundred seventy-five thousand dollars (\$98,375,000), all of which are outstanding at the date hereof;

(297) Bonds of 1992 Series BP in the principal amount of Twenty million nine hundred seventy-five thousand dollars (\$20,975,000), all of which are outstanding at the date hereof;

(298) Bonds of 1992 Series AP in the principal amount of Sixty-six million dollars (\$66,000,000), all of which are outstanding at the date hereof;

(299) Bonds of 1992 Series D in the principal amount of Three hundred million dollars (\$300,000,000), of which thirty-four million dollars (\$34,000,000) principal amount have heretofore been retired and Two hundred sixty-six million (\$266,000,000) principal amount are outstanding at the date hereof;

(300) Bonds of 1992 Series CP in the principal amount of Thirty-five million dollars (\$35,000,000), all of which are outstanding at the date hereof;

(301) Bonds of 1989 Series BP No. 2 in the principal amount of Thirty-six million dollars (\$36,000,000), all of which are outstanding at the date hereof;

(302) Bonds of 1993 Series C in the principal amount of Two hundred twenty-five million dollars (\$225,000,000), of which Twenty-seven million dollars (\$27,000,000) principal amount have heretofore been retired and One hundred ninety-eight million dollars (\$198,000,000) principal amount are outstanding at the date hereof;

(303) Bonds of 1993 Series E in the principal amount of Four hundred million dollars (\$400,000,000), of which Two hundred six million five hundred thousand dollars (\$206,500,000) principal amount have heretofore been retired and One hundred ninety-three million five hundred thousand dollars (\$193,500,000) principal amount are outstanding at the date hereof;

(304) Bonds of 1993 Series FP in the principal amount of Five million six hundred eighty-five thousand dollars (\$5,685,000), all of which are outstanding at the date hereof;

(305) Bonds of 1993 Series G in the principal amount of Two hundred twenty-five million dollars (\$225,000,000), of which One hundred twenty-five million dollars (\$125,000,000) principal amount have been retired and One hundred million dollars (\$100,000,000) principal amount are outstanding at the date hereof;

(306) Bonds of 1993 Series J in the principal amount of Three hundred million dollars (\$300,000,000), of which Seventy eight million five hundred thousand dollars (\$78,500,000) principal amount have heretofore been retired and Two

hundred twenty-one million five hundred thousand dollars (\$221,500,000) principal amount are outstanding at the date hereof;

(307) Bonds of 1993 Series IP in the principal amount of Five million eight hundred twenty-five thousand dollars (\$5,825,000), all of which are outstanding at the date hereof;

(308) Bonds of 1993 Series AP in the principal amount of Sixty-five million dollars (\$65,000,000), all of which are outstanding at the date hereof;

(309) Bonds of 1993 Series H in the principal amount of Fifty million dollars (\$50,000,000), all of which are outstanding at the date hereof;

(310) Bonds of 1993 Series K in the principal amount of One hundred sixty million dollars (\$160,000,000), all of which are outstanding at the date hereof;

(311) Bonds of 1994 Series AP in the principal amount of Seven million five hundred thirty-five thousand dollars (\$7,535,000), all of which are outstanding at the date hereof;

(312) Bonds of 1994 Series BP in the principal amount of Twelve million nine hundred thirty-five thousand dollars (\$12,935,000), all of which are outstanding at the date hereof;

(313) Bonds of 1994 Series C in the principal amount of Two hundred million dollars (\$200,000,000), all of which are outstanding at the date hereof;

(314) Bonds of 1994 Series DP in the principal amount of Twenty-three million seven hundred thousand dollars (\$23,700,000), all of which are outstanding at the date hereof;

(315) Bonds of 1995 Series AP in the principal amount of Ninety-seven million dollars (\$97,000,000), all of which are outstanding at the date hereof;

(316) Bonds of 1995 Series BP in the principal amount of Twenty-two million, one hundred seventy-five thousand dollars (\$22,175,000), all of which are outstanding at the date hereof;

(317) Bonds of 1999 Series AP in the principal amount of One hundred eighteen million three hundred sixty thousand dollars (\$118,360,000), all of which are outstanding at the date hereof;

(318) Bonds of 1999 Series BP in the principal amount of Thirty-nine million seven hundred forty-five thousand dollars (\$39,745,000), all of which are outstanding of the date hereof;

(319) Bonds of 1999 Series CP in the principal amount of Sixty-six million five hundred sixty-five thousand dollars (\$66,565,000), all of which are outstanding at the date hereof; and

(320) Bonds of 1999 Series D in the principal amount of Forty million dollars (\$40,000,000), all of which are outstanding at the date hereof; and

(321) Bonds of 2000 Series A in the principal amount of Two Hundred Twenty million dollars (\$220,000,000), all of which are outstanding at the date hereof; and

accordingly, the Company has issued and has presently outstanding Three billion five million five hundred eighty-seven thousand dollars (\$3,005,587,000)

aggregate principal amount of its General and Refunding Mortgage Bonds (the "Bonds") at the date hereof; and

**Reason for
creation of a new
series.**

WHEREAS, the Company will enter into a Loan Agreement, dated as of August 1, 2000 with the Michigan Strategic Fund in connection with the issuance of the Collateralized Series 2000 B Bonds in order to refund certain pollution control related bonds, and pursuant to such Loan Agreement the Company has agreed to issue its General and Refunding Mortgage Bonds under the Indenture in order further to secure its obligations under such Loan Agreement; and

WHEREAS, for such purposes the Company desires to issue a new series of bonds to be issued under the Indenture and to be authenticated and delivered pursuant to Section 8 of Article III of the Indenture; and

**Bonds to be 2000
Series BP.**

WHEREAS, the Company desires by this Supplemental Indenture to create a new series of bonds, to be designated "General and Refunding Mortgage Bonds, 2000 Series BP" and

**Further
Assurance.**

WHEREAS, the Original Indenture, by its terms, includes in the property subject to the lien thereof all of the estates and properties, real, personal and mixed, rights, privileges and franchises of every nature and kind and wheresoever situate, then or thereafter owned or possessed by or belonging to the Company or to which it was then or at any time thereafter might be entitled in law or in equity (saving and excepting, however, the property therein specifically excepted or released from the lien thereof), and the Company therein covenanted that it would, upon reasonable request, execute and deliver such further instruments as may be necessary or proper for the better assuring and confirming unto the Trustee all or any part of the trust estate, whether then or thereafter owned or acquired by the Company (saving and excepting, however, property specifically excepted or released from the lien thereof); and

**Authorization of
Supplemental
Indenture.**

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Indenture, and pursuant to resolutions of its Board of Directors has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

**Consideration for
Supplemental
Indenture.**

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That The Detroit Edison Company, in consideration of the premises and of the covenants contained in the Indenture and of the sum of One Dollar (\$1.00) and other good and valuable consideration to it duly paid by the Trustee at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Original Indenture and in said indentures supplemental thereto as follows:

PART I.

CREATION OF THREE HUNDRED TWENTY-FIFTH
SERIES OF BONDS.GENERAL AND REFUNDING MORTGAGE BONDS,
2000 SERIES BP**Certain Terms of
Bonds of 2000
Series BP.**

SECTION 1. The Company hereby creates the Three hundred twenty-fifth series of bonds to be issued under and secured by the Original Indenture as amended to date and as further amended by this Supplemental Indenture, to be designated, and to be distinguished from the bonds of all other series, by the title "General and Refunding Mortgage Bonds, 2000 Series BP" (elsewhere herein referred to as the "bonds of 2000 Series BP"). The aggregate principal amount of bonds of 2000 Series BP shall be limited to Fifty million seven hundred forty-five thousand dollars (\$50,745,000), except as provided in Sections 7 and 13 of Article II of the Original Indenture with respect to exchanges and replacements of bonds.

Each bond of 2000 Series BP is to be assigned to, and registered in the name of, Bank One Trust Company, N.A., as trustee, or a successor trustee (said trustee or any successor trustee being hereinafter referred to as the "Strategic Fund Trust Indenture Trustee"), under the Trust Indenture, dated as of August 1, 2000 (hereinafter called the "Strategic Fund Trust Indenture"), between the Michigan Strategic Fund (hereinafter called "Strategic Fund"), and the Strategic Fund Trust Indenture Trustee, to secure payment of the Michigan Strategic Fund Variable Rate Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Collateralized Series 2000B (hereinafter called the "Strategic Fund Revenue Bonds"), issued by the Strategic Fund under the Strategic Fund Trust Indenture, the proceeds of which have been provided for the refunding of certain pollution control related bonds which the Company has agreed to refund pursuant to the provisions of the Loan Agreement, dated as of August 1, 2000 (hereinafter called the "Strategic Fund Agreement"), between the Company and the Strategic Fund. Such assignment is revocable only upon revocation of the bonds, as provided herein and in the Strategic Fund Trust Indenture.

The bonds of 2000 Series BP shall be issued as registered bonds without coupons in denominations of a multiple of \$5,000. The bonds of 2000 Series BP shall be issued in the aggregate principal amount of \$50,745,000, shall mature on September 1, 2030 (unless redeemed or revoked on an earlier date pursuant to the terms of the Strategic Fund Trust Indenture) and shall bear interest payable on such dates as interest shall be payable on the Strategic Fund Revenue Bonds pursuant to the Strategic Fund Trust Indenture, at such rate or rates not in excess of a maximum rate of 15% per annum (unless such maximum rate shall be increased by resolution of the Company's Board of Directors and set forth in an additional Supplemental Indenture between the Company and the Trustee), until the principal thereof shall have become due and payable pursuant to the Strategic Fund Trust Indenture and thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture or until such time as the bonds of 2000 Series BP shall be revoked pursuant to the terms of the Strategic Fund Trust Indenture, in which event all principal shall be deemed to be discharged within the meaning of the Indenture.

The bonds of 2000 Series BP shall be payable as to principal, premium, if any, and interest as provided in the Indenture, but only to the extent and in the manner herein provided. The bonds of 2000 Series BP shall be payable, both as to principal and interest, at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Except as provided herein, each bond of 2000 Series BP shall be dated the date of its authentication and interest shall be payable on the principal represented thereby as provided in the Strategic Fund Trust Indenture.

The bonds of 2000 Series BP in definitive form shall be, at the election of the Company, fully engraved or shall be lithographed or printed in authorized denominations as aforesaid and numbered 1 and upwards (with such further designation as may be appropriate and desirable to indicate by such designation the form, series and denominations of bonds of 2000 Series BP). Until bonds of 2000 Series BP in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver in lieu thereof, bonds of 2000 Series BP in temporary form, as provided in Section 10 of Article II of the Indenture. Temporary bonds of 2000 Series BP, if any, may be printed and may be issued in authorized denominations in substantially the form of definitive bonds of 2000 Series BP, but with such omissions, insertions and variations as may be appropriate for temporary bonds, all as may be determined by the Company.

Bonds of 2000 Series BP shall not be assignable or transferable except as may be required to effect a transfer to any successor trustee under the Strategic Fund Trust Indenture, or, subject to compliance with applicable law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under the Strategic Fund Trust Indenture. Any such transfer shall be made upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, together with a written instrument of transfer (if so required by the Company or by the Trustee) in form approved by the Company duly executed by the holder or by its duly authorized attorney. Bonds of 2000 Series BP shall in the same manner be exchangeable for a like aggregate principal amount of bonds of 2000 Series BP upon the terms and conditions specified herein and in Section 7 of Article II of the Indenture. The Company waives its rights under Section 7 of Article II of the Indenture not to make exchanges or transfers of bonds of 2000 Series BP, during any period of ten days next preceding any redemption date for such bonds.

Bonds of 2000 Series BP, in definitive and temporary form, may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or as may be specified in the Strategic Fund Agreement.

Upon payment of the principal or premium, if any, or interest on the Strategic Fund Revenue Bonds, whether at maturity or prior to maturity by redemption or otherwise, or upon provision for the payment thereof having been made in accordance with the terms of the Strategic Fund Trust Indenture, bonds of 2000 Series BP in a principal amount equal to the principal amount of the Strategic Fund Revenue Bonds, shall, to the extent of such payment of principal, premium or interest, be deemed fully paid and the obligation of the Company thereunder to

make such payment shall forthwith cease and be discharged, and upon revocation of such bonds as provided herein the obligation of the Company hereunder to make any payment shall forthwith cease and be discharged, and, in the case of the payment of principal and premium, if any, or revocation of such bonds pursuant to the terms of The Strategic Fund Trust Indenture such bonds shall be surrendered for cancellation or presented for appropriate notation to the Trustee.

**Redemption
and/or
Revocation of
Bonds of 2000
Series BP**

SECTION 2. Bonds of the 2000 Series BP shall be redeemed on the date and in the respective principal amount which correspond to the redemption date for, and the principal amount to be redeemed of, the Strategic Fund Revenue Bonds.

In the event the Company elects to redeem any Strategic Fund Revenue Bonds prior to maturity in accordance with the provisions of the Strategic Fund Trust Indenture, the Company shall on the same date redeem bonds of 2000 Series BP in the principal amount and at the redemption price corresponding to the Strategic Fund Revenue Bonds so redeemed. The Company agrees to give the Trustee notice of any such redemption of bonds of 2000 Series BP on the same date as it gives notice of redemption of Strategic Fund Revenue Bonds to the Strategic Fund Trust Indenture Trustee.

The Company may elect to revoke the bonds of 2000 Series BP on such date as it shall select in accordance with the terms of the Strategic Fund Trust Indenture. For purposes of this Supplemental Indenture, the term "revocation" of bonds of 2000 Series BP shall mean the revocation by the Company of the pledge of such bonds and of the assignment thereof to the Strategic Fund Trust Indenture Trustee pursuant to the terms of the Strategic Fund Trust Indenture, the surrender by the Strategic Fund Trust Indenture Trustee of such bonds to the Trustee for cancellation, the receipt by the Trustee of certificates and opinions set forth in the next succeeding paragraph of this Section 2 and the cancellation of such bonds by the Trustee pursuant to an order of an authorized officer of the Company. In the event the Company elects to revoke the bonds of 2000 Series BP, the Company agrees to give the Trustee notice of such revocation on the same date as it gives notice of revocation to the Strategic Fund Trust Indenture Trustee. The bonds of 2000 Series BP shall be cancelled upon surrender of such bonds to the Trustee by the Strategic Fund Trust Indenture Trustee and satisfaction of the conditions set forth in the next succeeding paragraph of this Section 2.

The cancellation of bonds of 2000 Series BP being revoked shall be subject to receipt by the Trustee from the Company of (i) the notice specified above; (ii) the certificate and opinion set forth in Article XA, Section 1(a) and (b) of the Indenture; (iii) a certificate of the Company, under its corporate seal, signed by its President or a Vice-President and by its Treasurer or an Assistant Treasurer, and an opinion of counsel stating that in the opinion of the same signers or, as the case may be, such counsel, all conditions precedent for revocation of the pledge and cancellation of the bonds under the Strategic Fund Trust Indenture have been complied with, and (iv) such other certificates and opinions as the Trustee may reasonably require. In addition, cancellation shall be subject to receipt by the Trustee of a release, executed by the Strategic Fund Trust Indenture Trustee, of the pledge of such bonds. The Trustee shall be entitled to rely upon the foregoing to the full extent provided in the Indenture, including without limitation Article XII, Section 1 thereof, in canceling the bonds as provided herein.

**Redemption
of Bonds of
2000 Series BP
in event of
acceleration
of Strategic Fund
Revenue Bonds.**

SECTION 3. In the event of an Event of Default under the Strategic Fund Trust Indenture and the acceleration of all Strategic Fund Revenue Bonds, the bonds of 2000 Series BP shall be redeemable in whole upon receipt by the Trustee of a written demand (hereinafter called a "Redemption Demand") from the Strategic Fund Trust Indenture Trustee stating that there has occurred under the Strategic Fund Trust Indenture both an Event of Default and a declaration of acceleration of payment of principal, accrued interest and premium, if any, on the Strategic Fund Revenue Bonds, specifying the last date to which interest on the Strategic Fund Revenue Bonds has been paid (such date being hereinafter referred to as the "Initial Interest Accrual Date") and demanding redemption of the bonds of said series. The Trustee shall, within five days after receiving such Redemption Demand, mail a copy thereof to the Company marked to indicate the date of its receipt by the Trustee. Promptly upon receipt by the Company of such copy of a Redemption Demand, the Company shall fix a date on which it will redeem the bonds of said series so demanded to be redeemed (hereinafter called the "Demand Redemption Date"). Notice of the date fixed as the Demand Redemption Date shall be mailed by the Company to the Trustee at least ten days prior to such Demand Redemption Date. The date to be fixed by the Company as and for the Demand Redemption Date may be any date up to and including the earlier of (x) the 60th day after receipt by the Trustee of the Redemption Demand or (y) the maturity date of such bonds first occurring following the 20th day after the receipt by the Trustee of the Redemption Demand; provided, however, that if the Trustee shall not have received such notice fixing the Demand Redemption Date on or before the 10th day preceding the earlier of such dates, the Demand Redemption Date shall be deemed to be the earlier of such dates. The Trustee shall mail notice of the Demand Redemption Date (such notice being hereinafter called the "Demand Redemption Notice") to the Strategic Fund Trust Indenture Trustee not more than ten nor less than five days prior to the Demand Redemption Date.

Each bond of 2000 Series BP shall be redeemed by the Company on the Demand Redemption Date therefore upon surrender thereof by the Strategic Fund Trust Indenture Trustee to the Trustee at a redemption price equal to the principal amount thereof plus accrued interest thereon at the rate specified for such bond from the Initial Interest Accrual Date to the Demand Redemption Date plus an amount equal to the aggregate premium, if any, due and payable on such Demand Redemption Date on all Strategic Fund Revenue Bonds; provided, however, that in the event of a receipt by the Trustee of a notice that, pursuant to the Strategic Fund Trust Indenture, the Strategic Fund Trust Indenture Trustee has terminated proceedings to enforce any right under the Strategic Fund Trust Indenture, then any Redemption Demand shall thereby be rescinded by the Strategic Fund Trust Indenture Trustee, and no Demand Redemption Notice shall be given, or, if already given, shall be automatically annulled; but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Anything herein contained to the contrary notwithstanding, the Trustee is not authorized to take any action pursuant to a Redemption Demand and such Redemption Demand shall be of no force or effect, unless it is executed in the name of the Strategic Fund Trust Indenture Trustee by an authorized officer.

**Form of Bonds of
2000 Series BP.**

SECTION 4. The bonds of 2000 Series BP and the form of Trustee's Certificate to be endorsed on such bonds shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND]

THE DETROIT EDISON COMPANY
General and Refunding Mortgage Bond
2000 Series BP, due September 1, 2030

Notwithstanding any provisions hereof or in the Indenture, this bond is not assignable or transferable except as may be required to effect a transfer to any successor trustee under the Trust Indenture, dated as of August 1, 2000 between the Michigan Strategic Fund and Bank One Trust Company, N.A., as trustee, or, subject to compliance with applicable law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under said Trust Indenture.

\$.....

No.....

THE DETROIT EDISON COMPANY (hereinafter called the "Company"), a corporation of the State of Michigan, for value received, hereby promises to pay to the Michigan Strategic Fund, or registered assigns, at the Company's office or agency in the Borough of Manhattan, The City and State of New York, the principal sum of dollars (\$) in lawful money of the United States of America on the date specified in the title hereof and interest thereon in like lawful money, on such date or dates in each case as provided for in the Trust Indenture, dated as of August 1, 2000 (hereinafter called the "Strategic Fund Trust Indenture"), between the Michigan Strategic Fund (hereinafter called the "Strategic Fund") and Bank One Trust Company, N.A., as trustee (hereinafter "Strategic Fund Trust Indenture Trustee"). This bond of 2000 Series BP shall bear interest at a maximum rate or rates of 15% per annum (unless such maximum rate shall be increased by resolution of the Company's Board of Directors as set forth in an additional Supplemental Indenture between the Company and the Trustee), until the Company's obligation with respect to payment of said principal shall have been discharged, all as provided, to the extent and in the manner specified in the Indenture hereinafter mentioned on the reverse hereof and in the supplemental indenture pursuant to which this bond has been issued or until such time as the bonds of 2000 Series BP shall be revoked pursuant to the terms of the Strategic Fund Trust Indenture, in which event all principal shall be deemed to be discharged within the meaning of the Indenture.

Under the Strategic Fund Trust Indenture, the Strategic Fund has issued Variable Rate Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Collateralized Series 2000B (hereinafter called the "Strategic Fund Revenue Bonds"). This bond was originally issued to the Strategic Fund and simultaneously assigned to the Strategic Fund Trust Indenture Trustee so as to secure the payment of the Strategic Fund Revenue Bonds. Such assignment shall be irrevocable except as provided in the Indenture. Payments of principal of, or premium, if any, or interest on, Strategic Fund Revenue Bonds shall constitute like payments on this bond as further provided herein and in the supplemental indenture pursuant to which this bond has been issued. The Company may elect to revoke the bonds of 2000 Series BP pursuant to the terms of the Strategic Fund Trust Indenture.

Reference is hereby made to such further provisions of this bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though set forth at this place.

This bond shall not be valid or become obligatory for any purpose until First Chicago Trust Company of New York, the Trustee under the Indenture hereinafter mentioned on the reverse hereof, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, THE DETROIT EDISON COMPANY has caused this instrument to be executed by its Senior Vice President and Treasurer, with his manual or facsimile signature, and its corporate seal, or a facsimile thereof, to be impressed or imprinted hereon and the same to be attested by its Assistant Corporate Secretary with her/his manual or facsimile signature.

Dated:

THE DETROIT EDISON COMPANY

By
*Senior Vice President
 and Treasurer*

Attest:

.....
Assistant Corporate Secretary

[FORM OF REVERSE OF BOND]

This bond is one of an authorized issue of bonds of the Company, unlimited as to amount except as provided in the Indenture hereinafter mentioned or any indentures supplemental thereto, and is one of a series of General and Refunding Mortgage Bonds known as 2000 Series BP, limited to an aggregate principal amount of \$50,745,000, except as otherwise provided in the Indenture hereinafter mentioned. This bond and all other bonds of said series are issued and to be issued under, and are all equally and ratably secured (except insofar as any sinking, amortization, improvement or analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the bonds of any particular series and except as provided in Section 3 of Article VI of said Indenture) by an Indenture, dated as of October 1, 1924, duly executed by the Company to First Chicago Trust Company of New York, a trust company of the State of New York, as Trustee, to which Indenture and all indentures supplemental thereto (including the Supplemental Indenture dated as of August 1, 2000) reference is hereby made for a description of the properties and franchises mortgaged and conveyed, the nature and extent of the security, the terms and conditions upon which the bonds are issued and under which additional bonds may be issued, and the rights of the holders of the bonds and of the Trustee in respect of such security (which Indenture and all indentures supplemental thereto, including the Supplemental Indenture dated as of August 1, 2000, are hereinafter collectively called the "Indenture"). As provided in the Indenture, said bonds may be for various principal sums and are issuable in series, which may mature at different times, may bear interest at different rates and may otherwise vary as in said Indenture provided. With the consent of the Company and to the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of the bonds and the terms and provisions of the Indenture, or of any indenture supplemental thereto, may be modified or altered in certain respects by affirmative vote of at least eighty-five percent (85%) in amount of the bonds then outstanding, and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by the action proposed to be taken, then also by affirmative vote of at least eighty-five percent (85%) in amount of the series of bonds so to be affected (excluding in every instance bonds disqualified from voting by reason of the Company's interest therein as specified in the Indenture); provided, however, that, without the consent of the holder hereof, no such modification or alteration shall, among other things, affect the terms of payment of the principal of or the interest on this bond, which in those respects is unconditional.

This bond is redeemable upon the terms and conditions set forth in the Indenture, including provision for redemption upon demand of the Strategic Fund Trust Indenture Trustee following the occurrence of an Event of Default under the Strategic Fund Trust Indenture and the acceleration of the principal of the Strategic Fund Revenue Bonds.

This bond is revocable, at the option of the Company, pursuant to the provisions of the Strategic Fund Trust Indenture and cancellation thereupon as provided in the Indenture.

Under the Indenture, funds may be deposited with the Trustee (which shall have become available for payment), in advance of the redemption date of any of the bonds of 2000 Series BP (or portions thereof), in trust for the redemption of such

bonds (or portions thereof) and the interest due or to become due thereon, and thereupon all obligations of the Company in respect of such bonds (or portions thereof) so to be redeemed and such interest shall cease and be discharged, and the holders thereof shall thereafter be restricted exclusively to such funds for any and all claims of whatsoever nature on their part under the Indenture or with respect to such bonds (or portions thereof) and interest.

In case an event of default, as defined in the Indenture, shall occur, the principal of all the bonds issued thereunder may become or be declared due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Upon payment of the principal of, or premium, if any, or interest on, the Strategic Fund Revenue Bonds, whether at maturity or prior to maturity by redemption or otherwise or upon provision for the payment thereof having been made in accordance with the Strategic Fund Trust Indenture, bonds of 2000 Series BP in a principal amount equal to the principal amount of such Strategic Fund Revenue Bonds and having both a corresponding maturity date and interest rate or rates shall, to the extent of such payment of principal, premium or interest, be deemed fully paid and the obligation of the Company thereunder to make such payment shall forthwith cease and be discharged, and, in the case of the payment of principal and premium, if any, such bonds of said series shall be surrendered for cancellation or presented for appropriate notation to the Trustee.

This bond of 2000 Series BP shall be revoked upon surrender to the Trustee by the Strategic Fund Trust Indenture Trustee, and upon such revocation as provided in the Indenture, the obligation of the Company thereunder to make any payments on this bond shall forthwith cease and be discharged.

This bond is not assignable or transferable except as may be required to effect a transfer to any successor trustee under the Strategic Fund Trust Indenture, or, subject to compliance with applicable law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under the Strategic Fund Trust Indenture. Any such transfer shall be made by the registered holder hereof, in person or by his attorney duly authorized in writing, on the books of the Company kept at its office or agency in the Borough of Manhattan, The City and State of New York, upon surrender and cancellation of this bond, and thereupon, a new registered bond of the same series of authorized denominations for a like aggregate principal amount will be issued to the transferee in exchange therefor, and this bond with others in like form may in like manner be exchanged for one or more new bonds of the same series of other authorized denominations, but of the same aggregate principal amount, all as provided and upon the terms and conditions set forth in the Indenture, and upon payment, in any event, of the charges prescribed in the Indenture.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture, or of any indenture supplemental thereto, against any incorporator, or against any past, present or future stockholder, director or officer, as such, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise howsoever; all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released by every holder or owner hereof, as more fully provided in the Indenture.

[FORM OF TRUSTEE'S CERTIFICATE]

Form of
Trustee's
Certificate.

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

FIRST CHICAGO TRUST COMPANY OF
NEW YORK,
as Trustee

By
Authorized Officer

PART IV.

RECORDING AND FILING DATA

Recording and
filing of Original
Indenture.

The Original Indenture and indentures supplemental thereto have been recorded and/or filed and Certificates of Provision for Payment have been recorded as hereinafter set forth.

The Original Indenture has been recorded as a real estate mortgage and filed as a chattel mortgage in the offices of the respective Registers of Deeds of certain counties in the State of Michigan as set forth in the Supplemental Indenture dated as of September 1, 1947, has been recorded as a real estate mortgage in the office of the Register of Deeds of Genesee County, Michigan as set forth in the Supplemental Indenture dated as of May 1, 1974, has been filed in the Office of the Secretary of State of Michigan on November 16, 1951 and has been filed and recorded in the office of the Interstate Commerce Commission on December 8, 1969.

Recording and
filing of
Supplemental
Indentures.

Pursuant to the terms and provisions of the Original Indenture, indentures supplemental thereto heretofore entered into have been recorded as a real estate mortgage and/or filed as a chattel mortgage or as a financing statement in the offices of the respective Registers of Deeds of certain counties in the State of Michigan, the Office of the Secretary of State of Michigan and the Office of the Interstate Commerce Commission, as set forth in supplemental indentures as follows:

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
June 1, 1925(a) (b)	Series B Bonds	February 1, 1940
August 1, 1927(a) (b)	Series C Bonds	February 1, 1940
February 1, 1931(a) (b)	Series D Bonds	February 1, 1940
June 1, 1931(a) (b)	Subject Properties	February 1, 1940
October 1, 1932(a) (b)	Series E Bonds	February 1, 1940
September 25, 1935(a) (b)	Series F Bonds	February 1, 1940
September 1, 1936(a) (b)	Series G Bonds	February 1, 1940
November 1, 1936(a) (b)	Subject Properties	February 1, 1940
February 1, 1940(a) (b)	Subject Properties	September 1, 1947
December 1, 1940(a) (b)	Series H Bonds and Additional Provisions	September 1, 1947
September 1, 1947(a) (b) (c) ...	Series I Bonds, Subject Properties and Additional Provisions	November 15, 1951
March 1, 1950(a) (b) (c)	Series J Bonds and Additional Provisions	November 15, 1951
November 15, 1951(a) (b) (c) ..	Series K Bonds Additional Provisions and Subject Properties	January 15, 1953

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
January 15, 1953(a) (b)	Series L Bonds	May 1, 1953
May 1, 1953(a)	Series M Bonds and Subject Properties	March 15, 1954
March 15, 1954(a) (c)	Series N Bonds and Subject Properties	May 15, 1955
May 15, 1955(a) (c)	Series O Bonds and Subject Properties	August 15, 1957
August 15, 1957(a) (c)	Series P Bonds Additional Provisions and Subject Properties	June 1, 1959
June 1, 1959(a) (c)	Series Q Bonds and Subject Properties	December 1, 1966
December 1, 1966(a) (c)	Series R Bonds Additional Provisions and Subject Properties	October 1, 1968
October 1, 1968(a) (c)	Series S Bonds and Subject Properties	December 1, 1969
December 1, 1969(a) (c)	Series T Bonds and Subject Properties	July 1, 1970
July 1, 1970(c)	Series U Bonds and Subject Properties	December 15, 1970
December 15, 1970(c)	Series V and Series W Bonds	June 15, 1971
June 15, 1971(c)	Series X Bonds and Subject Properties	November 15, 1971
November 15, 1971(c)	Series Y Bonds and Subject Properties	January 15, 1973
January 15, 1973(c)	Series Z Bonds and Subject Properties	May 1, 1974
May 1, 1974	Series AA Bonds and Subject Properties	October 1, 1974
October 1, 1974	Series BB Bonds and Subject Properties	January 15, 1975
January 15, 1975	Series CC Bonds and Subject Properties	November 1, 1975
November 1, 1975	Series DDP Nos. 1-9 Bonds and Subject Properties	December 15, 1975
December 15, 1975	Series EE Bonds and Subject Properties	February 1, 1976
February 1, 1976	Series FFR Nos. 1-13 Bonds	June 15, 1976
June 15, 1976	Series GGP Nos. 1-7 Bonds and Subject Properties	July 15, 1976
July 15, 1976	Series HH Bonds and Subject Properties	February 15, 1977
February 15, 1977	Series MMP Bonds and Subject Properties	March 1, 1977
March 1, 1977	Series IIP Nos. 1-7 Bonds, Series JJP Nos. 1-7 Bonds, Series KKP Nos. 1-7 Bonds and Series LLP Nos. 1-7 Bonds	June 15, 1977
June 15, 1977	Series FFR No. 14 Bonds and Subject Properties	July 1, 1977
July 1, 1977	Series NNP Nos. 1-7 Bonds and Subject Properties	October 1, 1977
October 1, 1977	Series GGP Nos. 8-22 Bonds and Series OOP Nos. 1-17 Bonds and Subject Properties	June 1, 1978
June 1, 1978	Series PP Bonds, Series QQP Nos. 1- 9 Bonds and Subject Properties	October 15, 1978
October 15, 1978	Series RR Bonds and Subject Properties	March 15, 1979

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
March 15, 1979	Series SS Bonds and Subject Properties	July 1, 1979
July 1, 1979	Series IIP Nos. 8-22 Bonds, Series NNP Nos. 8-21 Bonds and Series TTP Nos. 1-15 Bonds and Subject Properties	September 1, 1979
September 1, 1979	Series JJP No. 8 Bonds, Series KKP No. 8 Bonds, Series LLP Nos. 8-15 Bonds, Series MMP No. 2 Bonds and Series OOP No. 18 Bonds and Subject Properties	September 15, 1979
September 15, 1979	Series UU Bonds	January 1, 1980
January 1, 1980	1980 Series A Bonds and Subject Properties	April 1, 1980
April 1, 1980	1980 Series B Bonds	August 15, 1980
August 15, 1980	Series QQP Nos. 10-19 Bonds, 1980 Series CP Nos. 1-12 Bonds and 1980 Series DP No. 1-11 Bonds and Subject Properties	August 1, 1981
August 1, 1981	1980 Series CP Nos. 13-25 Bonds and Subject Properties	November 1, 1981
November 1, 1981	1981 Series AP Nos. 1-12 Bonds	June 30, 1982
June 30, 1982	Article XIV Reconfirmation	August 15, 1982
August 15, 1982	1981 Series AP Nos. 13-14 and Subject Properties	June 1, 1983
June 1, 1983	1981 Series AP Nos. 15-16 and Subject Properties	October 1, 1984
October 1, 1984	1984 Series AP and 1984 Series BP Bonds and Subject Properties	May 1, 1985
May 1, 1985	1985 Series A Bonds	May 15, 1985
May 15, 1985	1985 Series B Bonds and Subject Properties	October 15, 1985
October 15, 1985	Series KKP No. 9 Bonds and Subject Properties	April 1, 1986
April 1, 1986	1986 Series A and Subject Properties	August 15, 1986
August 15, 1986	1986 Series B and Subject Properties	November 30, 1986
November 30, 1986	1986 Series C	January 31, 1987
January 31, 1987	1987 Series A	April 1, 1987
April 1, 1987	1987 Series B and 1987 Series C	August 15, 1987
August 15, 1987	1987 Series D and 1987 Series E and Subject Properties	November 30, 1987
November 30, 1987	1987 Series F	June 15, 1989
June 15, 1989	1989 Series A	July 15, 1989
July 15, 1989	Series KKP No. 10	December 1, 1989
December 1, 1989	Series KKP No. 11 and 1989 Series BP	February 15, 1990
February 15, 1990	1990 Series A, 1990 Series B, 1990 Series C, 1990 Series D, 1990 Series E and 1990 Series F	November 1, 1990
November 1, 1990	Series KKP No. 12	April 1, 1991
April 1, 1991	1991 Series AP	May 1, 1991
May 1, 1991	1991 Series BP and 1991 Series CP	May 15, 1991
May 15, 1991	1991 Series DP	September 1, 1991
September 1, 1991	1991 Series EP	November 1, 1991
November 1, 1991	1991 Series FP	January 15, 1992
January 15, 1992	1992 Series BP	February 29, 1992
February 29, 1992	1992 Series AP	and April 15, 1992 April 15, 1992

<u>Supplemental Indenture dated as of</u>	<u>Purpose of Supplemental Indenture</u>	<u>Recorded and/or filed as set forth in Supplemental Indenture dated as of:</u>
April 15, 1992	Series KKP No. 13	July 15, 1992
July 15, 1992	1992 Series CP	November 30, 1992
July 31, 1992	1992 Series D	November 30, 1992
April 1, 1986	1986 Series A and Subject Properties	August 15, 1986
August 15, 1986	1986 Series B and Subject Properties	November 30, 1986
November 30, 1986	1986 Series C	January 31, 1987
January 31, 1987	1987 Series A	April 1, 1987
April 1, 1987	1987 Series B and 1987 Series C	August 15, 1987
August 15, 1987	1987 Series D and 1987 Series E and Subject Properties	November 30, 1987
November 30, 1987	1987 Series F	June 15, 1989
June 15, 1989	1989 Series A	July 15, 1989
July 15, 1989	Series KKP No. 10	December 1, 1989
December 1, 1989	Series KKP No. 11 and 1989 Series BP	February 15, 1990
February 15, 1990	1990 Series A, 1990 Series B, 1990 Series C, 1990 Series D, 1990 Series E and 1990 Series F	November 1, 1990
November 1, 1990	Series KKP No. 12	April 1, 1991
April 1, 1991	1991 Series AP	May 1, 1991
May 1, 1991	1991 Series BP and 1991 Series CP	May 15, 1991
May 15, 1991	1991 Series DP	September 1, 1991
September 1, 1991	1991 Series EP	November 1, 1991
November 1, 1991	1991 Series FP	January 15, 1992
January 15, 1992	1992 Series BP	February 29, 1992 and April 15, 1992
February 29, 1992	1992 Series AP	April 15, 1992
April 15, 1992	Series KKP No. 13	July 15, 1992
July 15, 1992	1992 Series CP	November 30, 1992
November 30, 1992	1992 Series E and 1993 Series D	March 15, 1993
December 15, 1992	Series KKP No. 14 and 1989 Series BP No. 2	March 15, 1992
January 1, 1993	1993 Series C	April 1, 1993
March 1, 1993	1993 Series E	June 30, 1993
March 15, 1993	1993 Series D	September 15, 1993
April 1, 1993	1993 Series FP and 1993 Series IP	September 15, 1993
April 26, 1993	1993 Series G and Amendment of Article II, Section 5	September 15, 1993
May 31, 1993	1993 Series J	September 15, 1993
September 15, 1993	1993 Series K	March 1, 1994
March 1, 1994	1994 Series AP	June 15, 1994
June 15, 1994	1994 Series BP	December 1, 1994
August 15, 1994	1994 Series C	December 1, 1994
December 1, 1994	Series KKP No. 15 and 1994 Series DP	August 1, 1995
August 1, 1995	1995 Series AP and 1995 Series DP	August 15, 1999

- (a) See Supplemental Indenture dated as of July 1, 1970 for Interstate Commerce Commission filing and recordation information.
- (b) See Supplemental Indenture dated as of May 1, 1953 for Secretary of State of Michigan filing information.
- (c) See Supplemental Indenture dated as of May 1, 1974 for County of Genesee, Michigan recording and filing information.

**Recording of
Certificates
of Provision
for Payment.**

All the bonds of Series A which were issued under the Original Indenture dated as of October 1, 1924, and of Series B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, W, Y, Z, AA, BB, CC, DDP Nos. 1-9, FFR Nos. 1-14, GGP Nos. 1-22, HH, IIP Nos. 1-22, JJP Nos. 1-8, KKP Nos. 1-9, LLP Nos. 1-15, NNP Nos. 1-21, OOP Nos. 1-18, QQP Nos. 1-17, TTP Nos. 1-15, UU, 1980 Series A, 1980 Series CP Nos. 1-25, 1980 Series DP Nos. 1-11, 1981 Series AP Nos. 1-16, 1984 Series AP, 1984 Series BP, 1985 Series A, 1985 Series B, 1987 Series A, PP, RR, EE, MMP, MMP No. 2, 1989 Series A and 1993 Series D which were issued under Supplemental Indentures dated as of, respectively, June 1, 1925, August 1, 1927, February 1, 1931, October 1, 1932, September 25, 1935, September 1, 1936, December 1, 1940, September 1, 1947, November 15, 1951, January 15, 1953, May 1, 1953, March 15, 1954, May 15, 1955, August 15, 1957, December 15, 1970, November 15, 1971, January 15, 1973, May 1, 1974, October 1, 1974, January 15, 1975, November 1, 1975, February 1, 1976, June 15, 1976, July 15, 1976, October 1, 1977, March 1, 1977, July 1, 1979, March 1, 1977, March 1, 1977, March 1, 1977, September 1, 1979, July 1, 1977, July 1, 1979, September 15, 1979, October 1, 1977, June 1, 1978, October 1, 1977, July 1, 1979, January 1, 1980, August 15, 1980, November 1, 1981, October 1, 1984, May 1, 1985, May 15, 1985, January 31, 1987, June 1, 1978, October 15, 1978, December 15, 1975, February 15, 1977, September 1, 1979, June 15, 1989 and March 15, 1993 have matured or have been called for redemption and funds sufficient for such payment or redemption have been irrevocably deposited with the Trustee for that purpose; and Certificates of Provision for Payment have been recorded in the offices of the respective Registers of Deeds of certain counties in the State of Michigan, with respect to all bonds of Series A, B, C, D, E, F, G, H, K, L, M, O, W, BB, CC, DDP Nos. 1 and 2, FFR Nos. 1-3, GGP Nos. 1 and 2, IIP No. 1, JJP No. 1, KKP No. 1, LLP No. 1 and GGP No. 8.

PART V.

THE TRUSTEE.

**Terms and
Conditions of
Acceptance of
Trust by Trustee.**

The Trustee hereby accepts the trust hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture, as amended to date and as supplemented by this Supplemental Indenture, and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for and in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

PART VI.

MISCELLANEOUS.

**Confirmation of
Section 318(C) of
Trust Indenture
Act.**

Except to the extent specifically provided therein, no provision of this supplemental indenture or any future supplemental indenture is intended to modify, and the parties do hereby adopt and confirm, the provisions of Section 318(c) of the Trust Indenture Act which amend and supercede provisions of the Indenture in effect prior to November 15, 1990.

**Execution in
Counterparts.**

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

Testimonium.

IN WITNESS WHEREOF, The Detroit Edison Company and First Chicago Trust Company of New York have caused these presents to be signed in their respective corporate names by their respective Chairmen of the Board, Presidents, Vice Presidents, Assistant Vice Presidents, Treasurers or Assistant Treasurers and impressed with their respective corporate seals, attested by their respective Secretaries, Assistant Secretaries, Treasurers or Assistant Treasurers all as of the day and year first above written.

THE DETROIT EDISON COMPANY,

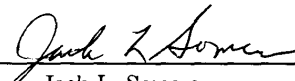
(Corporate Seal)

By



N. A. Khouri
Assistant Treasurer

Execution.

Attest:


Jack L. Somers
Assistant Corporate Secretary

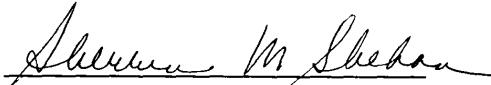
Signed, sealed and delivered by THE
DETROIT EDISON COMPANY, in the
presence of


K. Hier

Michael Lewis, Jr.

STATE OF MICHIGAN ss.:
COUNTY OF WAYNE

Acknowledgment
of execution
by Company.

On this 18th day of August, 2000, before me, the subscriber, a Notary Public within and for the County of Wayne, in the State of Michigan, personally appeared N. A. Khouri, to me personally known, who, being by me duly sworn, did say that he does business at 2000 2nd Avenue, Detroit, Michigan 48226-1279 and is the Assistant Treasurer of THE DETROIT EDISON COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that he subscribed his name thereto by like authority; and said N. A. Khouri, acknowledged said instrument to be the free act and deed of said corporation.


SHERRIN M. SHEHAN
Notary Public, Wayne County, MI
My Commission Expires 07-21-03

(Notarial Seal)

FIRST CHICAGO TRUST COMPANY OF
NEW YORK,

(Corporate Seal)

By Stanley
Steven M. Wagner
Vice President

Attest:

Marla S. Roth

Marla S. Roth
Assistant Vice President

Signed, sealed and delivered by
FIRST CHICAGO TRUST COMPANY
of New York, in the presence of

Janice Ott Rotunno
Janice Ott Rotunno

Diane Swanson
Diane Swanson

STATE OF ILLINOIS
COUNTY OF COOK

ss.:

Acknowledgement
of Execution
by Trustee.

On this th day of August, 2000, before me, the subscriber, a Notary Public within and for the County of Cook, in the State of Illinois, personally appeared Steven M. Wagner, to me personally known, who, being by me duly sworn, did say that his business office is located at One Bank One Plaza, Chicago, Illinois, and he is Vice President of FIRST CHICAGO TRUST COMPANY of New York, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that he subscribed his name thereto by like authority; and said Steven M. Wagner acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

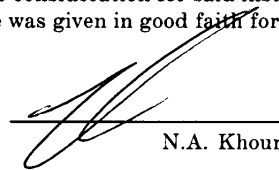
Lisa A. Nix



STATE OF MICHIGAN
COUNTY OF WAYNE ss.:

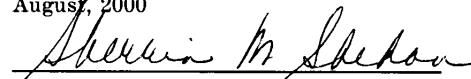
**Affidavit as to
consideration
and good faith.**

N.A. Khouri, being duly sworn, says: that he is the Assistant Treasurer of THE DETROIT EDISON COMPANY, the Mortgagor named in the foregoing instrument, and that he has knowledge of the facts in regard to the making of said instrument and of the consideration therefor; that the consideration for said instrument was and is actual and adequate, and that the same was given in good faith for the purposes in such instrument set forth.



N.A. Khouri

Sworn to before me this 18th day of
August, 2000



SHERRIN M. SHEHAN
Notary Public, Wayne County, MI
My Commission Expires 07-21-03

(Notarial Seal)

This instrument was drafted by Frances B. Rohlman, Esq., 2000 Second Avenue, Detroit, Michigan 48226